

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Actum UK Opco, LLC

2. Registration Number

7176

3. Primary Address of Registrant

9000 Sunset Blvd, Floor 3, West Hollywood, CA 90069

4. Name of Foreign Principal

Turkey-US Business Council (TAK)

5. Address of Foreign Principal

DEIK Skyland Sky Office B Blok, Azerbaijan Cd. No: 4 K:
22, Seyrantepe/Sariyer
Istanbul, Turkey
TURKEY 34485

6. Country/Region Represented

TURKEY

7. Indicate whether the foreign principal is one of the following:☐ Government of a foreign country¹☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☒ Other (*specify*) See Appendix for Response☐ Individual-State nationality _____**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

TAIK's mission is to enhance trade and investment relations between Turkey and the United States.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

TAIK operates under the umbrella of the Foreign Economic Relations Board of Turkey (DEIK).

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

10/04/2022Kirill Goncharenko/s/Kirill Goncharenko

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

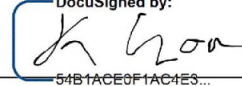
Printed Name

Signature

9/30/2022

Kirill Goncharenko

DocuSigned by:



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Appendix

Response to Item 7

Item 7: Indicate whether the foreign principal is one of the following: Other (specify).

The Turkey-U.S. Business Council (TAIK) is Turkey's oldest business council.

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Actum UK Opco, LLC

2. Registration Number
7176

3. Name of Foreign Principal
Turkey-US Business Council (TAIK)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 08/08/2022
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The foreign principal is retaining the registrant to provide agreed upon consulting services for compensation set forth in the contract.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

1. Support relating to the annual conference in September
2. Government relations strategies for select US states
3. Strategic advice relating to fundraising
4. Other such services as reasonably requested by the client

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

GOVERNMENT RELATIONS - OUTREACH TO STATE, LOCAL AND FEDERAL ELECTED OFFICIALS TO PROMOTE TRADE AND INVESTMENT BETWEEN TURKEY-US AND BUILD RELATIONSHIPS FOR TAIK IN SUPPORT OF THAT GOAL.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

10/04/2022Kirill Goncharenko/s/Kirill Goncharenko

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

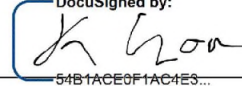
Printed Name

Signature

9/30/2022

Kirill Goncharenko

DocuSigned by:



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STRATEGY EXECUTION OUTCOMES

CONSULTING AGREEMENT

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THIS CONSULTING AGREEMENT ("Agreement") is made and entered into as of 08 August, 2022 (the "Effective Date") by and between Actum UK Opco, LLC a Delaware limited liability company ("Consultant") and Turkey-U.S. Business Council (TAIK) ("Client"), collectively the "Parties" or individually, a "Party":

WHEREAS Consultant has the knowledge, experience, and capability to provide the Services (as defined below), and desires to be retained by Client; and

WHEREAS Client desires to retain Consultant to perform the Services under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services and Compensation. Client hereby retains Consultant, and Consultant hereby agrees to be retained by Client, to provide the Services. Consultant shall provide the Services as set forth in Exhibit A (which is by this reference incorporated herein and made a part of this Agreement), or as otherwise mutually agreed by the Parties in writing, subject to the terms and conditions of this Agreement ("Services"). Client shall identify in writing for Consultant the Client's primary point of contact for Consultant. In consideration of the Services, Client shall pay to Consultant the compensation set forth in Exhibit B (which is by this reference incorporated herein and made a part of this Agreement) ("Compensation"). Client shall reimburse Consultant for any and all reasonable expenses, which have been approved as written in advance by the Client and certified by the Consultant's invoice, incurred by Consultant in the performance of the Services. Consultant shall inform the Client in writing about the approximate cost before the reasonable expenses to be made by the Consultant for the Services will be made. Consultant shall be entitled to issue its invoices only in possession of a certification of performance, which shall be issued by the Client's designated primary point of contact.

2. Performing Services for Others.

2.1 Client agrees that Consultant may perform services similar to those provided for in this Agreement for other third parties, so long as the performance of such services does not interfere with the completion of the Services under this Agreement, harm the interests of the Client or violate any of the provisions of this Agreement.

2.2 Consultant confirms that it is not currently representing or providing professional services to any entity or individual currently identified as a terrorist or terrorist group organization on www.egm.gov.tr. Consultant acknowledges that in the event a person or entity that Consultant represents or provides professional services to is listed in the future on www.egm.gov.tr, the Client reserves its right to immediately terminate this Agreement. Consultant also confirms that during the Term of the Agreement, it shall exert reasonable effort to avoid providing any kind of legal advice or lobbying services that aim to undermine the essential national security interests of the Republic

Page 1 of 8

Two handwritten signatures in blue ink. The first signature is a stylized 'A' and the second is a stylized 'MK'.

of Turkey, and acknowledges that in the event that Consultant contracts with and is engaged by any terrorist and/or terrorist organization as identified and/or listed by the Government of Turkey at www.egm.gov.tr, the Client shall have right to immediately terminate the Agreement, demand compensation for the material and/or immaterial damages and cease making any additional payments to Consultant after such discovery and Client provides such notice to Consultant.

3. Term and Termination.

3.1 *Term.* The term of this Agreement shall commence on 08 August, 2022 and shall continue for a period of twelve (12) months (the "**Initial Term**"). Following the expiration of the Initial Term, unless this Agreement is terminated in accordance with the provisions hereof, the term of this Agreement shall continue on a monthly basis (each being a "**Renewal Term**", and collectively with the Initial Term, the "**Term**") unless and until terminated pursuant to this Section 3.

3.2 *Termination.* Following the Initial Term, either Party may terminate this Agreement upon fifteen (15) days prior written notice to the other Party without further obligation or liability except as expressly set forth herein. Client shall pay the fee for the previous Payment Term and the fee accrued pro-ratao basis on the relevant Payment Term. After the Date of Termination, even if the Consultant continues to render its Services, the Client shall be no longer obliged to make any payments, reimburse and /or compensate any claims including without limitation any losses, damages, costs and expenses incurred in connection with the termination of this Agreement, to the Consultant whereas the Consultant shall be entitled to demand amounts already due and outstanding at the time of termination.

4. FARA Registration and Compliance.

4.1 *FARA Registration.* The Parties agree that this Agreement shall require Consultant to register and report as the agent of a foreign principal under the United States Foreign Agents Registration Act ("FARA"), and to otherwise comply with that statute and other statutory requirements, such as the Foreign Corrupt Practices Act, to which it is subject as a U.S. entity. It is understood and agreed by the Parties that FARA compliance will include Consultant making various required public disclosures regarding Consultant's relationship with Client, including the terms and text of this Agreement, and detailed information about its performance of the Services. Consultant shall have the duty and obligation to make any and all necessary filings and reports pursuant to FARA in connection with this Agreement.

4.2 *Due Diligence.* The Parties also understand and agree that the information Consultant is required to provide to the U.S. Department of Justice FARA Unit (the agency charged with administering and enforcing that law) will necessarily include certain information it receives from Client and approved in writing by the Client. Client agrees that, in responding to Consultant's requests for such information, it will exercise due diligence and care to ensure that the information is both accurate and complete at the time it is provided to Consultant.

4.3 *Indemnification.* The Parties also agree that, separate and apart from any other indemnification obligations set forth in this Agreement, Parties shall indemnify and hold harmless each other, their principals, employees, officers, and agents, from and against any and all penalties, fees, damages (including but not limited to any reputational injury), liabilities, costs, and claims, including reasonable attorneys' fees, in connection with FARA and which Party may incur as a result of, related to, or arising out of, other Party's deliberate or negligent failure to: (i) provide complete or accurate information to each other; (ii) timely provide all requested information; (iii) abide by all applicable laws; or (iv) abide by the terms of this Section and this Agreement.

4.4 *Foreign Corrupt Practices Act Compliance.* The Parties also understand and agree that Consultant is subject to the requirements of the United States Foreign Corrupt Practices Act ("FCPA") in all of its dealings with non-U.S. governments and governmental entities and that this Agreement and the Services will therefore be carried out strictly in compliance with that law.

Page 2 of 8



5. Independent Contractor. Consultant's relationship with Client will be that of an independent contractor and not that of an employee. Prior to commencing the Services, Consultant shall provide Client with a completed and executed IRS Form W-9 or other applicable tax form.

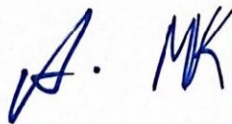
6. Manner, Time, and Location. Provided that the written consent of the Client is obtained and it is not contrary to the Client's demands, Consultant shall have the right to perform the Services in such manner, at such times, and at such locations as Consultant deems appropriate.

7. Non-Disclosure and Confidential Information.

7.1 *Agreement Not to Disclose.* Subject to and consistent with the requirements of Section 4 above, Consultant agrees not to use any Confidential Information (as such term is defined below) disclosed to Consultant by Client for Consultant's own use, for the benefit of any third party, or for any purpose other than to carry out discussions concerning, and the undertaking of, the Services. Upon request by Client, any materials or documents that have been furnished by Client to Consultant in connection with the Services shall be promptly returned by Consultant to Client, provided, however, that Consultant shall be permitted to retain one (1) such copy of any and all documents provided by or on behalf of Client to Consultant. The requirements of this Section 7.1 shall survive termination of this Agreement for any reason.

7.2 *Definition of Confidential Information.* "Confidential Information" means any non-public confidential or proprietary information relating to the Client which is marked as "Confidential" by Client (whether disclosed before or after the date of this Agreement and whether owned by Client or a third party with whom the Client conducts or may conduct business), including, but not limited to, information relating to formulas, proprietary processes and formulae, patterns, compilations, programs, databases and database designs, or operating procedures, technical information or data, techniques, job flow instructions, business plans, products, services, financial information, customer lists, business forecasts, sales and merchandising, human resources, computer object or source code, research, inventions or other intellectual property rights, processes, marketing or finance to be confidential or proprietary or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Confidential Information does not include information that: (i) is already known by or in the possession of Consultant at the time of its disclosure to Consultant by Client; or (ii) is or becomes part of the public knowledge or literature, not as a direct or indirect result of any improper action or inaction of Consultant; (iii) is obtained by Consultant from a third party who is not under a duty of confidentiality to Client; or (iv) is independently developed by Consultant. Notwithstanding the foregoing, Consultant may disclose Confidential Information: (a) with the prior written approval of Client; (b) pursuant to the order or requirement of a court, administrative agency or other governmental body, so long as Consultant uses its reasonable efforts required to notify Client of such order and cooperates with Client (unless otherwise agreed in writing it is covered at common expense) in attempting to obtain a protective order for such Confidential Information; and (c) as may be required by FARA.

7.3 *Intellectual Property.* Each Party hereby agrees that it will not use the other Party's name, logo, trademarks, copyrights, service marks, or other intellectual property belonging to such Party in any marketing, advertising, publicity releases, or any other materials without such Party's prior written consent, which shall be required in each instance.



8. Indemnification. Each Party will indemnify and hold harmless the other Party, its principals, employees, officers, and agents (collectively, the "Indemnified Party") from and against any and all liabilities, losses, claims, demands, actions, judgments, costs, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the breach of this agreement or willful misconduct by the indemnifying Party, its employees, officers, directors, and agents. Each Party's indemnification obligations are subject to and expressly contingent upon the Indemnified Party: (i) giving prompt written notice of any claim, action, suit or proceeding for which the Indemnified Party seeks indemnity; (ii) granting control of the defense and settlement of the action to the indemnifying Party; and (iii) reasonably cooperating with the indemnifying Party with respect to the defense of the action. Notwithstanding the foregoing, the Indemnified Party may, at its option and sole expense, participate in the defense or settlement of any claim, action, suit, or proceeding.

9. Limitation of Liability. As long as Client approves that the Consultant renders the Services in good faith, Client hereby agrees that Consultant shall not be liable for any damages, losses, or expenses in connection with the Services or any related advice or assistance provided by Consultant to Client. The Parties hereby agree that any and all liability of Parties hereunder (including, without limitation, with respect to Parties' indemnification obligations), shall be limited to and shall not exceed the amount of Compensation received by Parties hereunder.

10. Notices. Any notice under this Agreement must be in writing and shall be effective, as applicable: (a) upon delivery by hand; (b) one (1) business day after arrives with a nationally recognized overnight courier service; (c) three (3) business days after arrives in the United States mail, postage prepaid, certified or registered; or (d) upon acknowledgement of receipt of any electronic transmission. Such notifications shall be addressed to Client or to Consultant at the corresponding addresses set forth below their respective signatures.

11. Arbitration. The Parties agree that any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined through confidential arbitration to take place in New York County, New York in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Judgment on any arbitral award may be entered in any court having jurisdiction. Without limiting the generality of the foregoing, in the event that any Party is entitled to seek injunctive or equitable relief with respect to any actual or threatened breach of this Agreement, such Party may seek relief in the aid of enforcement of this Agreement in the federal or state courts located in New York County and the parties hereby irrevocably consent to and submit to the personal jurisdiction of such courts and waive any defense in the nature of forum non conveniens or like claim related thereto for that purpose. Without limiting the foregoing, each party acknowledges that it is hereby waiving any right to have any dispute arising out of or in connection with this Agreement resolved by jury trial.

12. Integration. This Agreement, including the Exhibits hereto, contains all the understandings and representations between Consultant and Client pertaining to the terms of Consultant's engagement by Client and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

13. Amendments and Waivers. This Agreement may not be amended or modified except by an instrument in writing, signed by each of the Parties. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

14. Assignment. Neither Party may assign this Agreement or any part hereof without first obtaining the prior written consent of the other Party. Any purported assignment by either Party without the prior written consent of the other Party shall be void ab initio. With the written consent of the Client, Consultant shall have the right to assign this Agreement and its rights and obligations hereunder to any entity owned by or under common control with Consultant.

15. Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

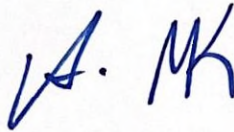
16. Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the other Party.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, with regard to its principles of conflicts of law.

18. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. By way of example and not in limitation, this Agreement shall not be construed in favor of the Party receiving a benefit nor against the Party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

19. Counterparts. This Agreement may be executed in counterparts, including in electronic format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]





IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"Consultant"

Actum UK Opco, LLC

DocuSigned by:


By: 54B1ACE0F1AC4E3...
Name: Kirill Goncharenko
Title: Managing Partner

Address:

9000 Sunset Blvd, Floor 3
West Hollywood, CA 90069,
USA

"Client"

Turkey-U.S. Business Council
(TAIK)

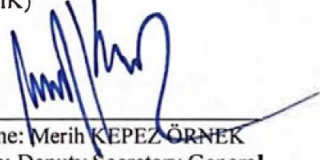

By: _____
Name: Mehmet Ali YALÇINDAĞ
Title: TAIK Chairman

Address:

DEIK Skyland Sky Office B Blok
Azerbaycan Cd. No: 4 K: 22,
Seyrantepe/Sariyer, Istanbul,
34485, Türkiye

"Client"

Turkey-U.S. Business Council
(TAIK)


By: _____
Name: Merih KEPEZ ÖRNEK
Title: Deputy Secretary General

Address:

DEIK Skyland Sky Office B Blok
Azerbaycan Cd. No: 4 K: 22,
Seyrantepe/Sariyer, Istanbul
34485, Türkiye

Exhibit A

Description of the "Services"

Consultant shall provide the following "**Services**" to Client during the Term, subject to the terms of the Agreement, including but not limited to:

1. Support relating to the annual conference in September
2. Government relations strategies for select US states
3. Strategic advice relating to fundraising
4. Other such services as reasonably requested by the Client from time to time, and which Consultant agrees to provide.



Exhibit B

As Compensation for the Services performed by Consultant hereunder, Client shall pay to Consultant as follows during the Term (the "Compensation"):

1. An amount equal to \$20833 per month.
2. Client shall reimburse Consultant for any and all reasonable expenses including but not limited to paid media, air fares and accommodation incurred by Consultant in the performance of the Services hereunder. Expenses exceeding \$500 will require written approval in advance by the Client.
3. Consultant shall have the right to require Client to pay any amounts hereunder in advance or to pay a vendor directly in connection with the Services hereunder.
4. The Compensation shall be paid by Client to Consultant based on the Consultant's invoice, with 5 business days of receipt of the invoice.
5. In the event that Client fails to timely pay Consultant monthly fee as stated in the first article of this Exhibit B, Consultant shall have the right to suspend and/or terminate any and all Services hereunder if the Client fails to pay monthly fee despite written warning in 30 (thirty) days.
6. All payments hereunder shall be paid by Client to Consultant via bank wire transfer as follows:

ACCOUNT NAME:

[REDACTED]

ACCOUNT ADDRESS:

[REDACTED]

ACCOUNT NUMBER:

[REDACTED]

BANK NAME:

[REDACTED]

ABA/ROUTING:

[REDACTED]

A. MK